

## SOPHIMAIL Terms of Service

### Terms of Service

Updated on: March 15, 2016

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (hereinafter "You" or "Your") AND THE COMPANY AVERWAY LTD, WHOSE DETAILS ARE GIVEN BELOW (hereinafter the "Company"), GOVERNING YOUR USE OF SOPHIMAIL PRODUCTS AND SERVICES (hereinafter the "SOPHIMAIL Services").

### Acceptance of the Terms

If you do not agree to the following terms, please stop using SOPHIMAIL Services, because the access and use of any of them is construed as your acceptance of all the terms.

- You must be of legal age to enter into a binding agreement in order to accept the Terms.
- If you do not agree to the General Terms, do not use any of our Services.
- If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the corresponding Service.
- You can accept the Terms by using the Services.
- If You are an individual acting on behalf of a legal entity, You must expressly declare and affirm that You have full authority to represent the relevant entity.

### Parts of this Agreement

This Agreement consists of the following terms & conditions (hereinafter the "General Terms"), as well as terms & conditions, if any, specific to the use of individual Services (hereinafter the "Service Specific Terms"). The General Terms and Service Specific Terms are collectively referred to as the "Terms". In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail.

### Definitions:

Unless otherwise specified in the Agreement, all words or expressions, of which the first letter is written in capital letters, shall have the meanings set out below:

**"Company"** is AVERWAY LTD, based in Loutrakiou 5, Chara Venezia Building, 2027 Nicosia, Cyprus with registration number HE353179 and tax number 10353179U.

**"You"** are the "Customer" and can be an individual representing any legal entity who registers for the creation of an account by completing and sending your company data and tax information on the registration form on SOPHIMAIL Website, and accessing and using SOPHIMAIL Services accepting the terms of this Agreement.

**"User / End User"** is the individual (usually employee) authorized by You to use the Service, with his own user name and password for the account, which You have created for him to access the Service.

**"Service" or "Services"** means the e-mail service, which is provided either by subscription (Cloud Offering) with personal usernames and passwords, or free of charge with public/shared user names and passwords, offered for testing purposes and with limited capabilities, or fully installed software on Your premises (on premise). The Company provides also an array of Complementary Services and seasonal offers for promotional purposes, usually related to business email and collaboration on cloud, on premise, or hybrid, as listed on the Website. Services may include "Complementary Services", "Offers", "Special Offers", "Promotions", "Special Promotions" or alike. You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the Internet and the equipment necessary to use the Services.

**"Application"** means the cloud e-mail application of SOPHIMAIL, the use of which requires the advance payment of the subscription fee by You, the amount and duration of which are defined in SOPHIMAIL's Pricelist, as posted on the Website.

**"Data"** means all data, including all text, audio or video that may be sent or stored by You and/or your End Users in SOPHIMAIL email Application in the form of electronic mail (e-mail) or processed using the email or any other SOPHIMAIL Service.

**"NFR"** means Not-For-Resale. The Company may offer free of charge certain Services as NFR Services for the purpose of demonstration or training. You agree that the Company has the sole authority and discretion to determine the period of time for NFR Services. You agree that the Company owns NFR Services and may lock them remotely, to prevent further use by You, in case there are suspicions of unsolicited or improper use. You agree that the Company will not be liable to You or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the NFR Services for any reason.

**"Website"** means [www.sophimail.com](http://www.sophimail.com).

### **SOPHIMAIL email Application**

The Application relates to sending emails to recipients who have requested and consented to receive them. The Application is associated with the web services offered by providers of the Datacenters cooperating with the Company and the services offered by email providers (email clients). Therefore, the Application is not responsible for any changes to be made by certain providers. However, the objective of the Company through the Application is to send out properly all Your emails to the recipients. The Company does not guarantee the uninterrupted or error-free provision of services. Should the Company decide to temporary or permanently remove the Application, You are entitled to prorated refund of the unused portion of any prepaid fees.

The entire Application and Your Data will be in Datacenters whose choice is at the discretion of the Company, unless You have expressly stated your preference for a specific DC among the distinct choices offered by the Company on the Website and mandated so during Your purchase order to the service.

### **Licensed Right of Use**

You obtain a non-exclusive, non-transferable, right to use SOPHIMAIL Application, in order to use the Application with Your credentials (user-names and passwords) and provided that You are not a direct or indirect competitor of the Company. Licensed right to use the Application is granted by the Company to You upon payment of Your subscription fee in advance, except in case that You have been granted by the Company a free of charge access to the Application. Copyright of the information, software and of the technologies that support the operation of the Application in general, as well as all related logos, trademarks, brand names and distinctive signs, always remain the property of the Company and shall not be transferred or assigned or otherwise made available to You or any of your users or administrators, in any manner, directly or indirectly, nor You acquire any right thereon.

### **Customer Sign up Obligations**

In order to sign up for a Customer account You need to provide all required information in order to access and/or use the Services. The Company recommends that You sign up by providing Your corporate contact information. In particular, the Company recommends that You use Your corporate email address. You agree to: a) provide true, accurate, current and complete information about yourself as prompted by the sign up process; and b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If You provide any information that is untrue, inaccurate, outdated, or incomplete, or if the Company has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, the Company may terminate Your account without refund and refuse to You current or future use of any or all of its Services.

## Organization Accounts and Administrators

When You sign up for an account for Your Organization You may specify one or more administrators. The administrators will have the right to configure the Services based on Your requirements and manage end users in Your organization account. If Your organization account is created and configured on Your behalf by a third party, it is likely that such third party has assumed administrator role for Your organization. Make sure that You enter into a suitable agreement with such third party, specifying such party's roles and restrictions as an administrator of Your organization account. You are the only one held responsible for i) ensuring confidentiality of your organization account password, ii) appointing competent individuals as administrators for managing your organization account, and iii) ensuring that all activities that occur in connection with your organization account comply with this Agreement. You understand that the Company is not responsible for account administration and internal management of the Services for you. You are responsible for taking necessary steps for ensuring that your organization does not lose control of the administrator accounts. You may specify a process to be followed by your company for recovering control, in the event of such loss of control of the administrator accounts. In the absence of any specified administrator account recovery process, the Company may provide control of an administrator account to an individual providing proof satisfactory to the Company demonstrating authorization to act on behalf of Your organization. You agree not to hold the Company liable for the consequences of any action taken by the Company in good faith in this regard.

## Obligations and liability of You - Restrictions on Use

In addition to all other terms and conditions of this Agreement, You must first comply with any applicable local, state, national or international Law and the relevant legislation governing telecommunications and refrain from any illegal or abusive use of the content and capabilities of SOPHIMAIL. Indicatively and not limited to, You are expressly prohibited to use SOPHIMAIL:

- in a manner prohibited by applicable laws or violates third party rights,
- to try gain unauthorized access to any data, account or network by any means,
- the processing of personal data of third parties without the consent of the party,
- in a way that affects or may adversely affect or hinder the use of email from third parties,
- to transfer the Services or otherwise make it available to any third party.

The Company reserves the right to discontinue, at any time, accessibility and use of SOPHIMAIL Services (totally or partially) by You and / or suspend access to Your email accounts, if the Company has any evidence that the Customer violated rights of others. Similarly, the Company has the right to set limits on the use of SOPHIMAIL Services by You, or to take any other measure to ensure the use of e-mail by other Customers in the event that You hinder use of email by third parties. You are not entitled to:

1. rent, assign, sub-license or transfer directly or indirectly, grant with or without consideration, access and/or use of SOPHIMAIL Services to another individual (excluding the End Users duly registered to the Application in the Company's domain) or legal entity (including subsidiaries or associated companies)
2. disclose or communicate the Application data, usernames and passwords to third parties,
3. allow any third party or individual or legal entity (including subsidiaries or associated companies) to benefit directly or indirectly from the use or functionality of SOPHIMAIL Services
4. use SOPHIMAIL Services in order to provide services to third parties
5. process, store, maintain personal data of third parties without their consent
6. copy, modify, create a derivative work of the source code, reverse engineer, decompile, reconstruct, disassemble thereof, or otherwise attempt to extract the source code of the Application and in general of other software programs that support the operation of the Application and all other SOPHIMAIL Services.
7. analyze software programs or technologies that support the operation of the Application or any other SOPHIMAIL Services in their individual parts or intervene, interfere or create derivatives based on the software itself or the accompanying material of any nature or otherwise, and to develop or reproduce (partially or completely) similar software using email as a standard or otherwise, without the written consent of the Company,
8. check availability, performance, and reliability of e-mail in order to develop competitive service or to issue or comparative statistics over other competitors from services of the Company,

9. use in any way the trademarks or distinctive features of the Application.
10. use third party links to sites without agreeing to their website terms & conditions, or post links to third party sites or use their logo, company name, etc. without their prior written permission;
11. publish any personal or confidential information belonging to any individual or entity without obtaining written consent from such individual or entity;
12. create a false identity to mislead others, as to the identity or origin of any communication.
13. use the Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of SOPHIMAIL or AVERWAY.

Any damage caused to the websites [www.sophimail.com](http://www.sophimail.com), [www.averway.com](http://www.averway.com), to the Application or to any SOPHIMAIL Service in general, resulting from improper use of SOPHIMAIL Services by You or Your End Users, is Your sole responsibility. You shall indemnify the Company against claims arising out of or related to: (1) violation of the contract terms by Yourself or Your End Users and of (2) any claim of a third party as a result of the use of the Application by You or Your End Users, but not limited to violating copyright or other rights, privacy or confidentiality.

### **Third Party Complaints**

If the Company receives a complaint from any individual or legal entity against You, with respect to your activities as part of use of the Services, it will forward the complaint to your primary email address. You must respond to the complainant directly within 10 calendar days of receiving the complaint forwarded by us and copy the Company in the communication. If you do not respond to the complainant within 10 calendar days from the date the Company emailed you, it may disclose your name and contact information to the complainant, for enabling the complainant to communicate directly with you or take legal action against you. You understand that your failure to respond to the forwarded complaint within the 10 days' time limit will be construed as your consent to disclosure of your name and contact information by the Company to the complainant.

### **Spamming and Illegal Activities**

You agree to be solely responsible for the contents of your transmissions through the Services. The Company does not provide e-mail addresses to be used as recipients and therefore does NOT support sending emails without the user's consent (spam). You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing", unsolicited messaging, or mass distribution of email. For direct email campaigns in particular, that is, if you plan to send a single email message from one sender to more than 100 recipients, You agree not to use SOPHIMAIL Application. You are recommended to use specific email campaign tools, designed for such an activity. SOPHIMAIL provides a very efficient tool, found in Complimentary Services on the Website. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

### **User Generated Content and protection of IP (Intellectual Property)**

You may transmit or publish content created by You using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Services, is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the expressed written consent of the individual or legal entity who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection

feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Services you affirm that you have the consent, authorization or permission, as the case may be from every individual or legal entity who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that the Company will have the right to block access to or remove such content made available by you if the Company receives complaints concerning any illegality or infringement of third party rights in such content.

#### **Inactive User Accounts Policy**

THE COMPANY reserves the right to terminate unpaid user accounts that are inactive for a continuous period of 60 days. In the event of such termination, all data associated with such user account will be deleted. Of course the Company will notify You prior to such termination. You are then held responsible for the proper back-up of Your email data, before Your account is deactivated. The data deletion policy may be implemented with respect to any or all of the Services. Each Service will be considered an independent and separate service for the purpose of calculating the period of inactivity. In other words, activity in one of the Services is not sufficient to keep your user account in another Service active.

#### **Improvements, Upgrades and Add-ons**

The Company may add new functions and / or upgrade existing ones of SOPHIMAIL. Updating the email Application or upgrading functions may cause minor and / or prolonged downtime during which, the Customer may not have access to data and can result in unintended total or partial deletion of data. The Company will make reasonable commercial efforts to minimize the downtime of the operation of the Application and prevent the deletion of data, but does not guarantee the effectiveness and success of these efforts. The Company is not responsible for any damage suffered by the Customer from the use or inability to use the e-mail, by delays in the use of the Application or errors or omissions in it, due to disconnections of usability for any reason and recommends to the Customer to make a back-up copy of his email data stored in the Application.

#### **Sample files, screenshots and demo applications**

The Company may provide sample files, screenshots or demo applications of its Services for the purpose of demonstrating the possibility of using the Services effectively for specific and different purposes. The information contained in any such sample files, screenshots and demo applications consists of random data. The Company makes no warranty, either express or implied, as to the accuracy, usefulness, completeness or reliability of the information or the sample files, screenshots and demo applications.

#### **Duration of the Agreement**

This Agreement and the licensed right to use the Application is effective upon the completion of the account creation and acceptance of the Terms of this Agreement by You. Subject to the following conditions regarding Termination of the Agreement, the licensed right to use the e-mail is for an indefinite period, until You require to stop. If a free Application has been granted to You, this will expire automatically on the expiration date stated on the Website, or, at the discretion of the Company, after thirty (30) days from the date of activation, which coincides with the date of account creation.

#### **Creation of an Account**

Access to the Application requires Your acceptance of the Terms of the present Agreement and the creation of Your account by registration with Your e-mail and password and the payment of the relevant Subscription fee, according to the procedure indicated on the Website. Then, the Company, in reasonable time, will send to Your primary email address the necessary credentials (Username and Password) for You to access your account. You must immediately

change these credentials with your own, secret ones, as soon as you use the Application. You are responsible for maintaining the secrecy of Your own passwords and change them regularly for safety reasons.

#### Use of an Account

You have the sole responsibility of the End Users and the administrators of your account and You are liable for any act done during the use of the Application using Your password. The Company does not have any responsibility for any damage that may be caused to You or any third party by the unauthorized or improper use of Your account. You shall inform the Company as soon as there is a verified incident of unauthorized use of Your account and password or any other breach of security.

#### Deletion of Customer's Account

The Customer is responsible for deleting his account. The Company does not have any responsibility for any damage that may be caused to the Customer, as a result of his deleting his account. The Customer shall notify the Company if it finds an incident of unauthorized deletion of any of his accounts. In particular, for email data retrieval, in the event of a user account deletion, it is important that the Customer notifies the Company as soon as possible.

#### Notifications from the Company to You

The Service may include certain communications from the Company, such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. You are responsible for regularly checking your email account associated with the Company and SOPHIMAIL for messages from the Company. You agree that delivery date and date of receipt for the notifications sent to You by e-mail is considered the dispatch date of the email. The Company will provide you the option of opting out from receiving its newsletters, however, You will not be able to opt-out from receiving service announcements and administrative messages. As issue date for notifications through the Website or the Ticket-system are considered the date of publication.

#### Notifications to the Company from You

You may provide notifications to the Company through "Tickets" on the Website or to the departmental email addresses indicated in the CONTACTS webpage, i.e. [accounts@sophimail.com](mailto:accounts@sophimail.com), [legal@sophimail.com](mailto:legal@sophimail.com).

#### Customer Withdrawal

You reserve the right to withdraw from the Service without justification within fourteen (14) working days from the date of activation of the account. In this case, You must notify the Company via email at [account@sophimail.com](mailto:account@sophimail.com) and the Company is obliged to return any amounts already paid by You within thirty (30) working days from the receipt of that notification. Your right to withdraw will be exercised by Your filling, signing and sending to the Company the form below:

|   |                     |
|---|---------------------|
| <b>DECLARATION OF WITHDRAWAL FROM THE CONTRACT</b><br>(You are kindly asked to complete and send this statement only if you wish to abort the Application)  |                     |
| TO: AVERWAY LTD   | Date: _____         |
| The undersigned Customer (Your Name) _____, acting on behalf of (Your Company Name) _____ with VAT Number _____, hereby confirm the decision to cancel our Agreement with number (Your Account Number) _____. |                     |
| Customer Name and Signature: _____  | Company Seal: _____ |

### **Customer Responsibility - Ethics**

It is mutually agreed and understood that, although the Services may provide Your End Users with the necessary technological infrastructure and tools for sending bulk emails, You shall refrain from doing so. All of the email content remains at the exclusive responsibility of the individuals or legal entities from where the content originates. This means that You are solely responsible for any and all email sent from Your accounts through SOPHIMAIL Services. The Company has no means to control the content of email messages or chat messages sent by Your End Users or administrators, so it does not guarantee the accuracy, integrity, legality, or quality of the content of emails or chats. In no case can the Company nor the Application be held responsible for the content of Your emails or chats. If the Company receives notice that any content of the email Application causes moral damage or other damage to a third person, or in the event that notice of termination by the recipient for sending unsolicited email or breach of these Terms, the Company reserves the right to investigate the account and shut it down in case it violates the terms of this without paying the amount equivalent to the available balance is the account of the user. Following the litigation or expiration of the Agreement the Company deletes all of Your data after the lapse of 10 days from the date of Account deletion.

### **Data Ownership**

You own the content created or stored by You on SOPHIMAL Services. Unless specifically permitted by You, Your use of the Services does not grant the Company any license to use, reproduce, adapt, modify, publish or distribute the content created by You or stored in Your account for the Company's commercial, marketing or any similar purpose. But you grant the Company permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for the purpose of providing the purchased Services to You.

### **Personal Information and Privacy**

Any personal information You provide to the Company through the Service is governed by SOPHIMAIL Privacy Policy. Your decision to use the Service indicates Your acceptance of the terms of SOPHIMAIL Privacy Policy. You are responsible for maintaining confidentiality of Your usernames, passwords and other sensitive information. You are responsible for all activities that occur in Your users' accounts. You agree to inform the Company immediately of any unauthorized use of Your users' accounts by email to [accounts@sophimail.com](mailto:accounts@sophimail.com). The Company is not responsible for any loss or damage to You or to any third party incurred as a result of any unauthorized access and/or use of Your users' accounts, or otherwise.

### **Trademarks**

SOPHIMAIL, SOPHIMAIL logo, the names of individual Services and their logos are trademarks of AVERAWY Ltd. You agree not to display or use, in any manner, the SOPHIMAIL trademarks, without THE COMPANY's prior permission.

### **Personal Data Protection**

Management and Protection of Your personal data is governed by the relevant legislation of the European law on the protection of individuals against the processing of personal data.

Please review the Company's current Privacy Policy available on the Website. The Company reserves the right to change the Privacy Policy without notice, in accordance with the applicable legislation. You are responsible for regularly reviewing SOPHIMAIL Privacy Policy for any changes. This implies that You accept all the possible changes in the conditions of the Company's current policy for processing personal data. You consent to the display of your name, company name, brand, trade mark or distinctive feature of your business to the Company's website and advertising material.

### **Cookies**

The Application of e-mail and in particular the use of webmail, may use cookies to identify the Client in access and use. The cookies are text files stored on the storage medium of the Client and no knowledge of any document or file from his computer. Used only to facilitate customer access to the Service. The Customer can configure the server (browser) in such a way that, to warn him of the use of cookies on certain pages of the website that supports email, or to refuse

to accept the use of cookies at any case. If the Customer does not want cookies to identify himself, may not be able to access the application.

### **Links to third Party sites**

The Application and in particular the use of web mail may contain links to external websites to which it provides links (hyperlinks) or advertising banners. The Company is not responsible in any case for the content / services of other websites whose links (hyperlinks) or advertising displays are posted on the web mail application or to any application associated with the Application.

### **Levels of Availability**

The Company does not guarantee the availability or continuous operation of the Services. The email application may experience interruptions and extended downtime during which You may not have access to the data. The Company is not responsible for any damage suffered by You from the use or inability to use the Service, delays during its use, errors or omissions in this interruption of usability for any reason.

### **Support Services**

To email Support Services are provided through the «Tickets», on the Website. The Company does not provide telephone support services for SOPHIMAIL Services to You. The Company may, however, in the future, decide to provide additional support services, in its sole discretion. Any provision of additional support services, at any time, does not create any obligation or liability of the Company to continue to provide these in the future.

### **Safety**

The Company may apply security technologies and procedures to contribute to security against unauthorized access to the e-mail application or use thereof. The Company does not guarantee the success of these technologies and processes, and does not assume any liability in case of damage caused to the Client due to loss, alteration, destruction of email data due to improper operation of the Application of e-mail in error or failures of safety systems, malicious action by third parties. The Customer is solely responsible for the safety, protection and creation of data backup, as well as any other data, software or services used in connection with the email application.

### **Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM THE COMPANY, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

### **Limitation of Liability**

YOU AGREE THAT THE COMPANY SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR COULD HAVE FORESEEN SUCH DAMAGE. IN NO EVENT SHALL THE COMPANY'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE.



## Indemnification

You agree to indemnify and hold harmless the Company, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized by the Company.

## Suspension and Termination

The Company will terminate your account on your request. The Company may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to [legal@SOPHIMAIL.com](mailto:legal@SOPHIMAIL.com) within thirty (10) calendar days of being notified about the suspension. THE COMPANY may terminate a suspended or disabled user account after thirty days. In addition, the Company reserves the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Term. You have the right to terminate your user account if the Company breaches its obligations under these Terms and in such event, you will be entitled to prorated refund of any prepaid fees. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your email address and password and deletion of all data in your user account.

## Subscription fees and Payment Terms

Fees and accepted ways of payment for SOPHIMAIL Services are posted on the webpage "Pricing" and may vary depending on Service, subscription cycle (monthly or yearly), seasonal offers and promotions, number of users etc. Payments for subscription plans of duration of less than a year can be made only by Credit Card. Your subscription will be automatically renewed at the end of each subscription period, unless You inform us that you do not wish to renew the subscription. If you do not wish to renew the subscription, you must inform us at least ten (10) days prior to the renewal date. If you have not informed us that you do not wish to renew the subscription, you will be presumed to have authorized the Company to charge the subscription fee to the Credit Card last used by you. At the time of automatic renewal, the subscription fee will be charged to the Credit Card last used by you. The Company provides you the option of changing the details, if you would like the payment for the renewal to be made through a different Credit Card. From time to time, the Company may change the price of any Service or charge for use of Services that are currently available free of charge. Any increase in charges will not apply until the expiry of your then current billing cycle.

## Invoicing

The legal notice of the subscription payment (invoice) is issued on the first working day after the approval of Your application, which is performed by sending user passwords and the creation of Your Customer Account. The legal notice (invoice) is then issued on each anniversary thereof depending on the cycle of the Subscription (monthly or annual) chosen by You upon completion of Your enrollment application. Invoice is payable (i.e. chargeability) within thirty (30) calendar days of its issue. After thirty (30) calendar days from due date (i.e. 60 calendar days since issue), use of the Service becomes temporarily suspended and within thirty (30) calendar days (i.e. 120 calendar days from its issue), the Agreement is litigated and Your account and data are permanently deleted.

## Modification of Terms

The Company may modify the Terms at any time and users have to check for any changes and if they continue the use, it is assumed that they accept the modified Terms and Conditions. Modifications shall be effective immediately from

the date of posting / publishing them on the Website. If the Company makes significant changes to the Terms that affect your rights, you will be provided with at least 30-days-advance notice of the changes, through a service announcement, or by email to your primary email address. If the Terms are modified in a manner that substantially affects your rights related with the use of SOPHIMAIL Services, You may request termination of your use of the Services, by emailing the Company within 30 days after being notified of the availability of the modified Terms. In the event of such termination, You will be entitled to prorated refund of the unused portion of any prepaid fees. Your continued use of the Service after the effective date of any change to the Terms will be deemed to be your agreement to the modified Terms.

#### **Force majeure**

The Company does not have any liability to the Client for any failure, delay, deterioration or failure to provide the Application for reasons due to force majeure events and / or hardships.

#### **Applicable law and resolution of dispute**

The terms of this Agreement are governed by the Laws of Cyprus. Any dispute that will arise between the Company and You, if not settled amicably, shall be resolved exclusively by the Courts of Nicosia.

#### **Closing conditions**

- If part or the whole of any term or any condition of this Agreement is held by any court or accepted by the parties that contradicts the law or is unenforceable, the validity of the remaining terms and conditions of this Agreement shall not be affected. In this case the parties will endeavor to replace the invalid clause with another valid, but which has the same content as the ceased.
- Any failure or delay on behalf the Company in exercising a right or condition arising from this Agreement, does not constitute a waiver of that.
- The headings of the Articles and paragraphs of this contract are for convenience only and do not affect the interpretation thereof.

#### **END OF TERMS OF SERVICE**

If you have any questions or concerns regarding this Agreement, please contact us at [legal@SOPHIMAIL.com](mailto:legal@SOPHIMAIL.com)